International Brotherhood of Electrical Workers, Local Union No. 22 *and* Electronic Sound, Inc.
Case 17-CB-2645

17 Februrary 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN AND HUNTER

On 16 February 1983 Administrative Law Judge Clifford H. Anderson issued the attached decision. The Respondent filed exceptions and supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, International Brotherhood of Electrical Workers, Local Union No. 22, Omaha, Nebraska, its officers, agents, and representatives, shall take the action set forth in the Order.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

We note a factual error contained in the decision which does not affect the outcome of the case. In discussing the parties' past and present practice of implementing agreements prior to the receipt of approval by the International, the judge erroneously stated that the Respondent did not object to Electronic Sound's implementation on 1 July 1982 of the current disputed agreement. The judge correctly stated elsewhere in his decision that the Respondent's bargaining representative wrote to Electronic Sound's representative on 30 June and called several days later seeking further negotiations.

DECISION

STATEMENT OF THE CASE

CLIFFORD H. ANDERSON, Administrative Law Judge: This case was tried before me on December 7 and 8, 1982, in Omaha, Nebraska, pursuant to a complaint and notice of hearing issued by the Regional Director for Region 17 of the National Labor Relations Board on September 22, 1982, based on a charge filed on July 28, 1982, and amended on September 16, 1982, by Electronic Sound, Inc. (the Charging Party or the Employer), against International Brotherhood of Electrical Workers, Local Union No. 22 (the Respondent or the Union).

The complaint alleges that the Respondent and the Charging Party reached complete agreement on terms and conditions of a new collective-bargaining agreement covering employees in an appropriate unit represented by the Union about June 24, 1982, but that at all times since July 19, 1982, the Union has failed and refused to execute a written agreement embodying the terms agreed to, thereby violating Section 8(b)(3) of the National Labor Relations Act. The Respondent filed an answer denying that it has violated the Act.

FINDINGS OF FACT

All parties were given full opportunity to participate at the hearing, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file post-hearing briefs. Upon the entire record herein, including briefs from the Union and the General Counsel, I make the following findings of fact.[1]

I. JURISDICTION

The Employer is a State of Nebraska corporation engaged in the installation of communication systems including public address and intercommunication systems from a facility in Omaha, Nebraska. The Employer annually enjoys a gross dollar volume of business in excess of $500,000 and annually purchases goods and services in excess of $50,000 from sources located outside the State.

II. LABOR ORGANIZATION

The Union is and at all times material has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Background*

For over 15 years, the Union has represented the Employer's employees in the following appropriate unit:

> All employees performing work which is necessary to maintain, install, and repair intercommunication sound and public address equipment and apparatus and intercommunication sound and public address systems, excluding all other employees, guards and supervisors as defined in the Act.

Over the period the parties have entered into a series of collective-bargaining agreements including the two most recent contracts, the first effective from July 1, 1976, to June 30, 1979 (the 1976 contract), and the second effective from July 1, 1979, to June 30, 1982 (the 1979 contract).

Consistent with the constitution of the Union's governing International[2] both the 1976 and the 1979 contracts

[1] The answer admits the bulk of the allegations of the complaint and a significant portion of the evidence at trial was undisputed. Where not otherwise indicated, the following findings are based on uncontested pleadings, stipulations of fact by counsel at the trial, or unchallenged credible testimonial or documentary evidence.

[2] The International Brotherhood of Electrical Workers constitution for the relevant period, at art. XVII, sec. 7, requires that local unions, such

Continued

specifically provided: (1) for approval by the International office of the Union of any amendment to the agreement, and (2) for approval of the agreement itself. The following entry appears below the signature lines of both contracts:

> Subject to the approval of the International President of the International Brotherhood of Electrical Workers.

While all contracts have been separately negotiated with the Employer, the 1976 and 1979 contracts between the Union and the Employer were identical to contracts negotiated by the Union and other area employers in the sound and public address industry. Those other employers have negotiated and signed 1982 agreements with the Union. All industry contracts, after being signed by the parties, were submitted by the Union to the International and all were approved by the International president.[3] The 1976 and 1979 contracts were applied as of their effective dates, i.e., July 1, even though, at least as to the 1979 contract, a 3-month delay occurred before the contract was approved by the International. While negotiated contracts have also been regularly submitted for approval by members, there is no constitutional requirement that the Union have contracts ratified by members, nor is there any evidence that the Union has ever obligated itself during negotiations or otherwise to submit contracts to a ratification vote.

Earl S. Oliver, business representative of the Union, has for many years represented the Union in bargaining with the Employer. Daniel E. Van Roy, the Employer's owner and a long-time union member, has for many years represented the Employer in bargaining with the Union.

B. *Bargaining in 1982*[4]

Following timely requests for bargaining, Oliver and Van Roy met and bargained on May 25 and June 16 concerning terms of a contract to replace the expiring 1979 contract. In these initial bargaining sessions Van Roy sought significant reductions in the new contract as compared to the then current contract. The Union did not accept these proposed reductions but rather proposed increases in wages and benefits. No agreement was reached. On June 21, Van Roy and Oliver met in the presence of several of the Employer's employees. Again the Employer pressed for reductions and the Union refused to agree.

About June 24, Oliver held a meeting with the Employer's employees at the union hall to discuss the state of the negotiations. A new union proposal was decided on. It was determined to notify Van Roy of the new proposal immediately.[5] Oliver telephoned Van Roy at his home from the union hall and gave him the new union proposal. Van Roy told Oliver he wished to study the union proposal but they would speak again as soon as he had done so. Oliver and the employees gathered in Oliver's office awaiting Van Roy's telephonic response.

Soon thereafter Oliver and Van Roy were again in contact by phone. Van Roy told Oliver he agreed to the Union's proposal with certain modifications. After some quick give and take, a final offer was made by Van Roy. The employees in the office considered the final proposal while Van Roy waited on the line and could hear what was happening at the union hall. The employees voted unanimously to accept the Van Roy offer.

What occurred immediately thereafter is disputed. Oliver testified that he told Van Roy that the employees had agreed to Van Roy's proposal. Oliver specifically denied telling Van Roy either that the parties had reached an agreement or that it looked like that they had a contract. Van Roy testified that at this point in the phone conversation Oliver told him it "looks like we have a contract. But first I want to go over everything." Thereafter the proposed items were reviewed and the employees polled a second time. Then Oliver told him, in Van Roy's recollection, "It looks like we have a contract. No, we do have a contract." Employees Loren Reining, Dale Rennerfeldt, and Harry Wilson were present in the union office with Oliver when he spoke to Van Roy. Each recalled that at this point in their conversation Oliver told Van Roy that it looked like or he thought that they had a contract. There is no dispute that thereafter the telephone call soon ended. The assembled employees and Oliver reviewed the specific proposals discussed on the phone and the employees' agreement with them. Thereafter the union hall meeting ended with Oliver inviting the employees out for a beer.

On June 30, Oliver held another meeting with the Employer's employees. He told them he would not sign a contract with the June 24 terms as they were in his view insufficient. Oliver also sent a letter on that same day to Van Roy seeking further negotiations to resolve "differences that have come up during our negotiating process." Van Roy returned from his vacation in early July and spoke to Oliver by telephone. Oliver sought further bargaining. Van Roy contended a contract had already been reached and declined to enter into new negotiations. The parties thereafter consulted their counsel. On July 9 counsel for the Employer mailed a letter and an attached contract to Oliver. The contract assertedly embodied the agreed-upon terms of the June 24 agreement. Thereafter Oliver requested an additional meeting between the parties. On July 26 the parties and their counsel met. The Union again sought to negotiate. The Employer sought the Union's adoption of the earlier tendered contract. No agreement was reached.

As of the time of the hearing, the Union continued to refuse to acknowledge that any agreement had been reached on June 24 and refused to execute such an

---

as the Union, submit all agreements or amendments to agreements to the International office for approval. Art. XVII further states that agreements shall not go into effect without International approval and are null and void without such approval.

[3] The 1979 contract was approved by the International president on October 3, 1979. The approval date of the 1976 contract is not apparent.

[4] All dates hereinafter refer to 1982 unless otherwise indicated.

[5] Van Roy was planning to leave on a week's vacation the following day. It was therefore considered desirable to conclude negotiations, if possible, before he left and before the old contract expired.

agreement. The Employer continues to refuse to resume negotiations asserting that an agreement has been reached and its terms implemented.[6]

C. *Analysis and Conclusions*

1. The positions of the parties

The General Counsel contends that full and complete agreement was reached between the Employer and the Union regarding a new contract on June 24. The Union disputes this assertion and makes several additional arguments. First, the Union argues that the employee vote did not bind the Union both because its governing constitution does not require ratification by members and because the ratification process was tainted by the Employer's misconduct. Second, the Union argues that Oliver did not agree to or express agreement with the Employer's June 24 proposals at any time. Third, the Union avers that the parties engaged in further bargaining after the alleged agreement was reached. Fourth, the Union claims that any agreement reached is invalid unless and until it has been approved by the International. It appears useful to treat the various issues as follows:

2. The effect of the employees' ratification vote and the allegations of taint

The Union argues that the employees were not agents of the Union for purposes of binding the Union to an agreement with the Employer and, therefore, that the employee vote taken on June 24 could not and did not bind the Union. I agree. Indeed, it is not even clear the General Counsel makes a contrary assertion. Only Oliver possessed actual or apparent authority to initially bind the Union, setting aside for the moment the issue of International approval. It follows then that it is the actions of Oliver, not the actions of the employees, which determine the result herein.[7]

3. Did Oliver express agreement on June 24 to the term of a new contract?[8]

It is clear that the Union and the Employer had narrowed their differences by exchanging proposals and counterproposals in the negotiation sessions. By the time of the second phone call on June 24 there was little separating their two positions. At the end of that call, after the final differences were bridged and the employees had expressed approval of the Employer's last offer, Oliver reported to Van Roy. The disputed versions of his last remarks have been noted, supra. I believe that under any version of Oliver's statements to Van Roy, Oliver expressed sufficient assent to bind the Union to acceptance of the final proposal of Van Roy.[9] First, Oliver never disassociated himself or the Union from the proposals he made in response to Van Roy's proposals. It was this exchange which narrowed the outstanding differences between the parties until the Employer's last offer was accepted. Second, Oliver willingly put the Employer's last proposal to the employees and admittedly reported to Van Roy the employees' assent and agreement with it, again without expressing caveat or reservation regarding the Union's agreement. Given this context, no more was required from Oliver for his conduct to constitute a fair and reasonably construed assent to the Employer's final proposal. Thus I find that Oliver agreed with the last proposal of Van Roy and thus full and complete agreement was reached on all the terms of a new contract.[10] Had Oliver wished to withhold the Union's agreement, he was obligated to in some fashion put Van Roy on reasonable notice of that fact. He did not do so and he and the Union are bound by that omission.

4. Did the Employer waive its right to insist on the June 24 agreement by engaging in further bargaining on July 26?

On July 26 the parties met. The Employer sought approval of the July 9 draft it had sent the Union which it believed reflected the terms of the June 24 agreement. The Union argued that the proposed draft was not consistent with the final June 24 proposal. The Employer offered to change the draft as to the disputed matter if the Union would then sign it. The Union declined to do so. The meeting then ended.

It is clear and I find that, while the Union sought to reopen negotiations at the July 26 meeting, the Employer sought only to reduce the June 24 agreement to writing and to obtain the Union's signature thereon. The Employer's agents did not acquiesce in the Union's request for further negotiations when they offered to modify a

[6] The Employer's final proposal to Oliver on June 24 was implemented by the Employer effective July 1, 1982, and remains in effect. Part of the final proposal discussed on June 24 was an agreement by the Employer to cease deducting from employees' wages a sum that had previously been remitted to a particular trust fund and thereafter to pay the money directly to the employees, i.e., by ending the deduction. Van Roy testified that, while these payments continued to be remitted to the trust for a brief period after July, the employees also received the sum due them, i.e., no deduction was made from their wages. Thus for that time, the Employer made double payments, i.e., to the employees and to the trust.

[7] A consequence of my agreement with the Union that the employees are not agents of the Union and my agreement that the ratification vote was of no independent legal significance is that statements by the Employer's agents to employees outside of Oliver's presence regarding their future wages and benefits are not relevant if the Union were not bound. This is so because the employees could not act to bind the Union to the agreement. Thus I reaffirm my ruling at trial sustaining the General Counsel's objection to the receipt of such evidence. Employee Reining's supervisory and unit status is for the same reason irrelevant and I make no findings on the issue. Lastly, the Union's argument that the Employer's agent, Van Roy, by threatening adverse consequences to employees if a favorable contract were not obtained, rendered any agreement with Oliver invalid, is also rejected. While such a theory has been discussed in the cases, see, e.g., *Dixie Sand Co.*, 231 NLRB 6 (1977), the Board requires a quantum level greater misconduct by an employer than was suggested in the instant case, even resolving the record evidence in a manner most favorable to the Union, to sustain such an argument.

[8] The objective evidence of Oliver's conduct, not his undemonstrated, subjective intention, must be the basis for determining if agreement was reached.

[9] Reviewing authority may differ with this determination. Accordingly I make the following alternative finding to avoid a remand in such an instance. Based on the relative demeanor of the witnesses, I credit the testimony of Van Roy, as corroborated by the three employees present, over that of Oliver. Thus I find that Oliver told Van Roy that "they" had a contract and I further find Oliver did not merely tell Van Roy that the employees, as opposed to the Union, had agreed to the last offer.

[10] The negotiations concerned changes to be made in the contract with unchanged portions of the old contract to be retained in the new.

part of the draft contract. They were seeking to reduce the June 24 agreement to specific contract language. Such conduct does not constitute new negotiations. The Board has noted the difference between a meeting at which an oral agreement is reached, which agreement is binding on the parties, and the occurrence of a separate later meeting to "draft legalistic language reducing the parties' previously arrived at oral agreement to writing." *Teamsters Local 85 (Tyler Bros. Drayage Co.)*, 206 NLRB 500, 506 (1973). It is the June 24 oral exchange which constitutes the agreement and not the July 9 draft. The dispute over the wording of the July 9 letter at the July 26 meeting is of no consequence to the June 24 agreement. Thus, I find that the June 24 agreement was unaffected by subsequent events. Accordingly I find there was no waiver by the Employer of its right to insist that the Union abide by the June 24 agreement and sign a document reflecting the terms agreed upon.

5. The issue and consequences of the International's approval rights

The Respondent argues that no contract agreed upon or even signed by a local union, including the Union, of the International Brotherhood of Electrical Workers, has validity or binding effect unless and until the contract has been approved by the International. The Respondent notes: (1) previous contracts between the Employer and Union bore expresss approval language, (2) the International's constitution is equally explicit on the issue, and (3) all previous contracts have been submitted to the International and were approved by it. The General Counsel asserts that: (1) previous contracts have been implemented immediately by the Employer with the Union's knowledge and acquiesence before they were submitted to much less approved by, the International, (2) the International has never disapproved any contract between the parties, (3) the Employer's agents had never been informed of a contract's approval by the International, and (4) the 1982 agreement was never submitted to the International by the Union.

The sole relevant factual dispute in this portion of the case occurs in the differing recollections of Oliver and Van Roy as to whether or not Oliver had ever informed Van Roy that previous contracts between the Union and the Employer had been approved by the International. I find this dispute unnecessary to resolve.[11] This is so because each contract, including the Employer's July 9 draft of the disputed 1982 contract, bears the explicit language quoted, supra, reserving to the International the right to approve the contract. This power was regularly utilized. Approval from the International was in fact secured for each contract signed by the parties. Nothing the Union did or did not do in its dealings with the Employer could have been reasonably taken by the Employer to cancel the approval language on the face of the contract or to suggest the language was inapplicable or otherwise not in effect. Absent some disclaiming conduct or statement by the Union, and where the procedure has in fact been regularly followed, the clear statement on each contract that it was "subsequent to approval" may not be disregarded or held to have been waived. This is true even if the Employer's agents were never informed of the Union's previous submission of the contracts to the International or the fact of approval by the International of the contracts.

There are important differences between the language of and the parties' knowledge of and practice regarding the approval limitation statements in the constitution and on the face of the contract. First, the approval reservation language which appears on the face of each contract is less far-reaching than the limitation language in the International union's constitution. The constitution states that any agreement is of no force or effect unless and until approved by the International. The contract limitation language does not require International approval before the contract is effective. Thus the contract language makes approval a condition subsequent, the constitution a condition precedent to the contracts becoming effective.

Second, different circumstances applied to the notice the Employer had of the constitution's language. The International union's constitution was apparently never disclosed to or explained to the Employer's agents by union personnel and was otherwise unknown to Van Roy.[12] Thus, unlike the clear limitation requiring approval on the face of each contract, the preapproval requirement in the constitution was not known by the Employer to be a limitation in the union agent's ability to bind the Union. While it is not improper to reserve to an International the right to approve a contract before it becomes effective, no party objecting, such a right cannot be achieved without the Employer's knowledge.

Third, the practice of the parties was inconsistent with the language of the constitution. The Union by agreeing that the 1976 and 1979 contracts take effect immediately, before they were submitted to the International for approval, clearly manifested its unconditional intent to be bound by the contracts immediately and at least until rejection by the International. The Union knew on June 24 that the Employer was going to implement the agreement on July 1. It did not object. This history of preapproval implementation is clear evidence of past practice inconsistent with the constitution which renders the "prior approval" limitation of the constitution ineffective. *Paperworkers Local 795 (International Paper Co.)*, 254 NLRB 1332 (1981).

[11] Again to avoid the necessity of remand should reviewing authority differ, I shall make the following alternative finding. Were it necessary to resolve this dispute, I would find that, in fact, Oliver had told Van Roy sometime after October 1979 that the 1979 contract had been approved by the International. There was no reason Oliver would be rectinent to do so nor was there reason either Oliver or Van Roy would view the matter as of particular significance. Under all the circumstances, including consideration of the demeanor of each witness on the question, I credit Oliver's recollection that he did so inform Van Roy over Van Roy's testimony that he had no recollection of such a conversation.

[12] Van Roy was a longtime member of the Union. The Respondent argues he should therefore be held to at least constructive knowledge of the International constitution and its terms. Given Van Roy's specific denial that he had ever read or even seen such a document, I find that the fact that he joined the Union many years ago and retained his union membership while a principal of the Employer is insufficient to support a finding of actual or constructive knowledge of the constitutional language at issue.

Given all of the above, I conclude that the parties reached agreement on June 24 and that the agreement, consistent with the past practice of the parties, was effective July 1, 1982. This is so irrespective of the Union's International's constitutional requirement of International approval before a contract takes effect.[13] I further conclude however that the provision for approval by the International which appears on the face of each contract was a known requirement which was not rendered ineffective by contrary statements by union agents or inconsistent past practice. It is therefore a valid and effective condition subsequent which could terminate the contract before its expiration. Since such approval is not a condition precedent to the contract's effectiveness, the agreement must be signed by the Union and binds the Union unless and until the International disapproves it.

In conclusion, I have found, in agreement with the Union, that the approval limitation on the face of the 1976 and 1979 contracts was valid and effective. There is no dispute and I find that the same language was part of the June 24 agreement. I have also found, in agreement with the General Counsel, that the Union's constitution's approval limitation was not known to the Employer and has been waived by the consistent and contrary past practice of the parties. Thus the constitutional limitations do not apply to the June 24 agreement.

The contract was agreed upon and became effective on July 1, 1982, and will remain in effect until its expiration unless and until disapproved by the International. The Union may not assert the lack of approval by the International as a defense to its refusal to execute a contract containing the terms agreed upon on June 24. Accordingly, the Union was obligated to sign the agreement and its refusal to do so violates Section 8(b)(3) of the Act. The fact that the contract is susceptible to being terminated, although not ab initio, if disapproved by the International, is not a defense to the Union's obligation to sign and abide by the agreement unless and until it is disapproved by the International.

6. Summary

In agreement with the Union, I have found that the employees of the Employer were not agents of the Union and that the ratification vote by employees therefore did not, in and of itself, commit the Union to the terms of the June 24 agreement. The only union agent involved herein was Oliver. Looking to Oliver's acts and conduct, I found that Oliver, by proposing and counterproposing contract terms with Van Roy the Employer's agent until no difference existed in final proposals, and by announcing to Van Roy that the employees had accepted the last contract terms discussed, without proposing other terms or indicating any personal or union disapproval of the terms, under all the circumstances, agreed to the terms offered. I have further found that the requirement for approval of the contract by the International, in the circumstances discussed, supra, does not provide a defense to the Union's refusal to execute an agreement containing the terms agreed to on June 24, 1982. I have therefore found the Union's continuing refusal to sign an agreement reflecting these terms violates Section 8(b)(3) of the Act.

IV. REMEDY

Having found that the Respondent engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act, including the posting of a remedial notice to employees and union members. Specifically, and as requested by the counsel for General Counsel in her opening statement, I shall order that the Respondent execute and give retroactive effect to the collective-bargaining agreement the Union reached with the Employer about June 24, 1982, covering the Employer's employees in the unit described, supra, until its expiration or until the International has disapproved its terms. *Papermakers Local 795 (International Paper Co.)*, 254 NLRB 1332.

The General Counsel on brief sought an "appropriate remedy" for the 8(b)(3) violation without further elaboration. I have considered and decided against including in my recommended Order herein a provision that the Respondent submit the June 24 agreement to the International for its approval or rejection. First, an appropriate remedial order should restore the parties to the position they would have been in and had the unfair labor practices not occurred. Insofar as the record reflects, had the Union signed the contract tendered to it on July 9, there would have been no compulsion on it to submit that contract to the International for approval. Second, I have found that the June 24 agreement will bind the Union until the contract's expiration or until the International disapproves it. Therefore there seems little incentive for the Union, which is the party apparently dissatisfied with the terms agreed upon, to delay submitting the contract to the International.[14]

Upon the foregoing findings of fact and the record as a whole, I make the following

CONCLUSIONS OF LAW

1. The Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

[13] In a recent case, *Hinley Printing Co.*, 262 NLRB 157 (1982), the Board dismissed an allegation that a union was bound to sign a contract modification because of a lack of evidence that the International union president had approved the contract modification. The Board found on the facts of that case that such apporval was an explicit, known, and necessary predicate to obligating the Union to sign the agreement. Therefore, were I to have found the Union's constitutional limitation to have applied to the instant case, the Union would not have been obligated to sign the unapproved contract.

[14] The Union argued that, if it was bound to sign the contract, there will be adverse effects on other contracts it has negotiated in the industry which contain "most favored nation" clauses. First, this is not necessarily so because the International may reject the June 24 agreement and therefore avoid any adverse effects under those clauses in other contracts. Second, and more importantly, irrespective of the wisdom of the Union's actions in agreeing to the Employer's terms on June 24, it is bound by its agent's conduct and cannot now advance reasons why it should not have taken the action it did.

3. The following unit: All employees of Electronic Sound, Inc. performing work which is necessary to maintain, install and repair intercommunication sound and public address equipment and apparatus and intercommunication sound and public address systems, excluding all other employees, guards and supervisors as defined in the Act, is an appropriate bargaining unit within the meaning of Section 9(b) of the Act.

4. At all times material herein the Respondent has been the exclusive representative of the employees in the above-described unit within the meaning of Section 9(b) of the Act.

5. The Union has violated Section 8(b)(3) of the Act at all times since July 9, 1982, by failing and refusing to execute a contract embodying the terms and conditions agreed upon about June 24, 1982.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) of the Act.

Based on the foregoing findings of fact and conclusions of law and on the record as a whole, I issue the following recommended

ORDER[15]

The Respondent, International Brotherhood of Electrical Workers, Local Union No. 22, Omaha, Nebraska, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the Employer, Electronic Sound, Inc., by failing and refusing to sign a contract embodying the terms and conditions of employment for the Employer's employees agreed to about June 24, 1982.

(b) In any like or related manner engaging in conduct in derogation of their statutory duty to bargain with the Employer.

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

(a) On request of the Employer, sign a contract embodying the terms and conditions of employment for the Employer's employees agreed to about June 24, 1982.

(b) Give retroactive effect to and honor the aforesaid contract until its expiration or until the contract is disapproved by the International Brotherhood of Electrical Workers.

(c) Post at its business offices and meeting halls copies of the attached notice marked "Appendix."[16] Copies of the notice, on forms provided by the Regional Director for Region 17, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Furnish the Regional Director with signed copies of the notice for posting by Electronic Sound, Inc., if willing, at all places where notices to their employees are customarily posted.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[15] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[16] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT refuse to bargain collectively with Electronic Sound, Inc., by failing and refusing to sign a contract embodying the terms and conditions of employment for the Employer's employees which we agreed to about June 24, 1982.

WE WILL NOT in any like or related manner engage in conduct in derogation of our statutory duty to bargain with Electronic Sound, Inc.

WE WILL, on request of Electronic Sound, Inc., sign the aforementioned collective-bargaining agreement and WE WILL give it retroactive effect and honor its terms until its expiration, or its disapproval by the International Brotherhood of Electrical Workers, AFL-CIO

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 22